

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**R. ALEXANDER ACOSTA,
Plaintiff,**

v.

**CENTRAL LAUNDRY, INC., GEORGE
RENGEPESES AND JAMES RENGEPESES,
Defendants.**

CIVIL ACTION

NO. 18-190

ORDER

AND NOW this 26th day of July, 2019, upon consideration of Plaintiff's Motion for Summary Judgment (ECF No. 64), Defendants' Response in Opposition (ECF No. 65), and Plaintiff's Reply (ECF No. 66), **IT IS ORDERED** as follows.

Summary judgment is **GRANTED** to Plaintiff as follows:

1. Defendants James and George Rengepes were "covered employees" under the FLSA from July 1, 2017 to August 28, 2018, 29 U.S.C. § 203(d);
2. Defendant Central Laundry, Inc. was a "covered enterprise" under the FLSA from July 1, 2017 to March 20, 2018, *id.* at § 203(s)(1);
3. Defendants are liable for violations of the minimum wage provisions of the FLSA, *id.* at § 206(a);
4. Defendants are liable for violations of the overtime provisions of the FLSA, *id.* at § 207(a)(1);
5. Defendants are liable for violations of the recordkeeping provisions of the FLSA, *id.* at § 211(c);
6. Defendants James and George Rengepes are liable for \$133,335 in minimum wage and overtime back wages, and Defendant Central Laundry is liable for \$86,667.75 in minimum wage and overtime back wages, *id.* at § 216(c);
7. Defendants James and George Rengepes are liable for \$133,335 in liquidated damages, and Defendant Central Laundry is liable for \$86,667.75 in liquidated damages, *id.* at § 216(b);

8. Defendants are permanently enjoined from further violations of the minimum wage provisions, *id.* at § 206(a), overtime provisions, *id.* at § 207(a)(1), and recordkeeping provisions, *id.* at § 211(c), of the FLSA.

Summary judgment is **DENIED** as follows:

1. Whether Defendant Central Laundry was a “covered enterprise” from March 20, 2018 to August 28, 2018, *id.* at § 203(s)(1);
2. Whether Defendants violated the child labor provisions of the FLSA, *id.* at § 212(c);
3. Whether Defendants violated the anti-retaliation provisions of the FLSA, *id.* at § 215(a)(3); and
4. Whether Defendants are liable to former employee Adam Nickels for \$57,967.50 in front pay.

July 29, 2019

BY THE COURT:

/s/Wendy Beetlestone, J.

WENDY BEETLESTONE, J.